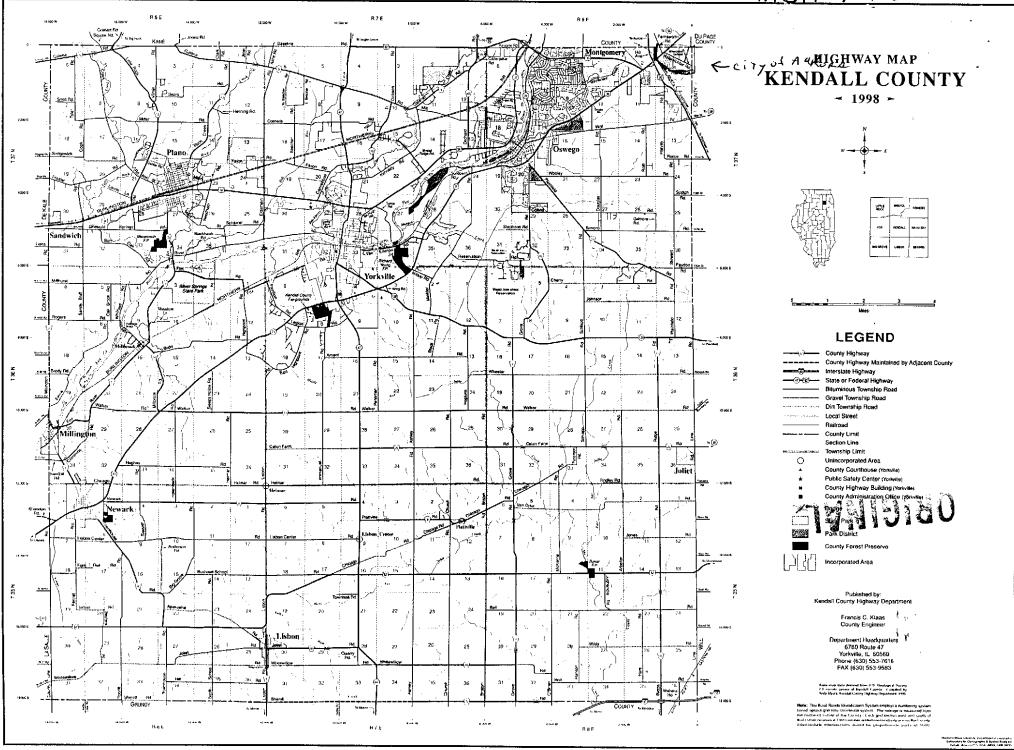
NARRATIVE

The Kendall County E.T.S.B. and the Kane County E.T.S.B. have agreed that the portion of Kendall County that has been annexed into the City of Aurora will have its 9-1-1 calls pointed to Kane County. They will answer all emergencies with the Aurora Police, Fire, and Ambulance. The surcharge monies will be divided for this area, fifty cents will go to Kendall County E.T.S.B. and twenty-five cents will go to Kane County E.T.S.B. for each phone line in this area. This area consists of between 100 and 200 homes.



021987 © DONTECH 199

Kane County 9-1-1 List of adjacent agencies and participating agencies

Algonquin Fire Department

Algonquin Police Department

Aurora Fire Department

Aurora Police Department

Batavia Fire Department

Batavia Police Department

Big Rock Fire Department

Bristol-Kendall Fire Department

Burlington Fire Department

Carpentersville Fire Department

Cortland Fire Department

Dekalb County Sheriff's Office

Du-Comm Central Dispatch

Dupage County Sheriff's Office

Dupage Forest Preserve Police

Elburn Ambulance Service

Elburn Fire Department

Elburn Police Department

Elgin Fire Department

Elgin Police Department

Fermi Lab

Geneva Fire Department

Geneva Police Department

Genoa Fire Department

Hampshire Fire Department

Hampshire Police Department

Hinckley Fire Department

Huntley Fire Department

Illinois State Police

Kane County Sheriff's Office

Kane County Sheriff's Office

Kaneville Fire Department

Kendall County Sheriff's Office

Maple Park Police Department

McHenry County Sheriff's Office

Moecherville Fire Department

Kane County 9-1-1 List of telephone agencies

Ameritech GTE

KEN COM

ID:630-553-9411

MAR 30'98 10:32 NO.620 P.02

COMMUNITIES SERVED

A list of All communities to be served by the proposed 9-1-1 System. Please include the name of pummunity and official mailing address including street address, city and zip code.

Use Additional Shacks se Namesay				
tilly, Town or Villege	Street Address, City, Zip Code			
Montgomery	1300 s Broadway St.	Montgomery 605	38	
Sugar Grove	10 Municipal Dr	Sugar Grove 60	554	
Aurora	44 F Downer	Aurora 60	504	
North Aurora	25 E State ST	North Aurora 60		
Batavia	100 N Island Ave	Batavia 60)510	
Geneva	22 S 1st ST	Geneva 60	0134	
ST Charles	2 E Main St	St Charles 60	174 ==	
Elburn	100 S Main ST	Elburn 60	119	
		**	, sa	
			1	
		7		
- 11 · 11 · 11 · 11 · 11 · 11 · 11 · 11				
,,				
		······································	•••	

8/06

15:29 03/13/98

P.004

NO.4177

TX/RX

0009458 07/14/2000 01:29P Paul Anderson, Kendall County, 1 of IL Recorder

INTERGOVERNMENTAL AGREEMENT

THIS AGREEMENT, made and entered into this 20 Day of 2 une 2000, by and between KENDALL COUNTY ETSB as defined under 50 ILCS 750/2-11 (hereinafter referred to as "KENDALL") and KANE COUNTY ETSB as defined under 50 ILCS 750/2-11, Hereinafter referred to as "KANE"). WITNESSETH:

WHEREAS, the County of Kane and the County of Kendall both have emergency telephone answering services, and

WHEREAS, the City of Aurora, heretofore located within the physical boundaries of the Counties of Kane. DuPage, Will and Kendall, and

WHEREAS, the City of Aurora provides all emergency services to the environs which it serves with full-time personnel, including E.M.S. fire and police, and

WHEREAS, the parties hereto desire to set forth the respective responsibilities of each of the parties with regard to emergency services and the collection of surcharge funds for the providing of said services within the City of Aurora which is located in Kendall County, and

WHEREAS, 50ILCS 750/1 ET. Seg. Fosters and encourages the mutual assistance of a system responding to the need for the communication of emergency services for persons outside of the traditional jurisdictional boundaries of the public agency providing fire fighting, police, ambulance, medical or other emergency services, including to accomplish such results the entering into of agreements pursuant to Article VII. Section 10 of the Constitution of Illinois for the obtaining or sharing of services and the combining or transferring of any power or function, in and manner not prohibited by law or ordinance, and

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES AND COVENANTS CONTAINED HEREIN, THE PARTIES AGREE AS FOLLOWS:

- That KENDALL will provide for and be responsible for all hard-wired lines 1. providing service to the environs of the City of Aurora within Kendall County, including the payment of all E-9-1-1 telephone bills for said lines.
- That KENDALL will collect all surcharge funds from the environs of the City of 2. Aurora within Kendall County.
- That for each land-based telephone within Kendall County, KENDALL shall pay 3. Kane the sum of twenty-five cents, which sum shall be accountable for and shall be payable to KANE for deposit with its treasurer on a semi-annual basis on July 1 and January 1 of each year with the first payment due hereunder on January 1,

2001. 9-1-1 calls originating for the portion of the City of Aurora within Kendall County shall be routed to and received by the Aurora Public Safety Answering Point (PSAP) for appropriate handling.

- 4. That the distribution of surcharge monies as collected be restricted to land based phone lines and not wireless phones.
- 5. That KANE shall maintain the Master Street Address Guide ("MSAG") and shall provide KENDALL a copy of said Guide with updates and changes therein as periodically as appropriate. Kendall has coordinated with and been provided with a new emergency service number ("ESN") from Ameritech for the purpose of reflecting for the 9-1-1 database the Aurora Police Department, Aurora Fire Department and Aurora E.M.S. as emergency service providers. The new ESN number is 120.
- 6. Subject to the approval of the Illinois Commerce Commission, this Agreement shall be effective on the ______ day of _______, 2000nd to provide the orderly transfer of emergency calls from KENDALL to the Aurora PSAP there shall be a testing period on _______, 2000 between the hours of 8:00 o'clock a.m. and 5:00 o'clock p.m., during which the residents of the City of Aurora may call 9-1-1 to determine there calls are being answered by the City of Aurora PSAP.
- 7. That the parties to this Agreement shall cooperate in the timely rerouting of the E 9-1-1 service and test period.
- 8. That the KANE COUNTY ETSB shall be responsible for giving proper and timely notice of the aforementioned testing period to all affected residents living within the City of Aurora which is located within Kendall County.
- 9. That all notices required to be sent by the respective parties to this Agreement shall be given as follows:

To KENDALL:

Michael Hitzemann (or his successor in office)

Director of Communications

KenCom Public Safety Dispatch Center

1102 Cornell Lane Yorkville, IL 60560

To KANE:

Larry Swanson (or his successor in office)

Chairman, Kane County E.T.S.B.

St. Charles Fire Department

105 N. First Ave.

St. Charles, IL 60174

ORIGINAL



All notices, requests and other communications under this Agreement shall be in writing and shall be personally delivered or sent by certified mail, postage prepaid, return receipt requested, by facsimile, or by licensed overnight courier to the appropriate party at its address immediately set forth above. Notice shall be deemed given at the time delivered, if personally delivered, at the time indicated on the duly completed postal service return receipt, if delivered by certified mail, at the time the facsimile is transmitted, if delivered by facsimile, or on the next business day after such notice is sent, if delivered by overnight courier.

- 10. That this Agreement shall continue from time to time unless any of the parties hereto gives a 60 day notice to the other party of the intent to terminate. Kane shall be entitled to receive the fees set forth above in Paragraph 3 through the date of termination notwithstanding such surcharge may not as yet have been billed or collected until after the date of such termination.
- 11. That this Agreement shall be binding upon and inure to the benefit of KENDALL and KANE and there respective successors and assigns, except that neither party may assign its rights under this Agreement without the prior written consent of the other party.
- 12. That this Agreement contains the entire understanding of the parties with respect to the subject matters of this Agreement. There are no restrictions, agreements, promises, warranties, covenants, or undertakings other than those expressly set forth herein. This Agreement supersedes all prior agreements and understandings between the parties with respect to its subject matter. This Agreement may be amended only by a written instrument duly executed by all of the parties or their successors or assigns after approval by each of the respective ETSB's of KANE and KENDALL.
- 13. That no waiver of any breach or default hereunder shall be considered valid unless in writing and signed by the party giving such waiver and no such waiver shall be deemed a waiver of any subsequent breach or default of the same or similar nature.
- 14. The invalidity of any provision of this Agreement shall not impair the validity of any other provision. If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable, that provision shall be deemed severable and the Agreement shall be enforced with the provisions severed or as modified by the Court.
- 15. That this agreement and all amendments thereof shall be governed and construed in accordance with the laws of the State of Illinois applicable to contracts made and to be performed therein.
- 16. That the parties agree that this Agreement shall be adopted by resolution approved by each of the Board of Directors of KANE and KENDALL.

IN WITNESS WHEREOF, the paragreement by there duly authorized Chair 2000.	arties hereto have caused the execution of the irman this 20 Day of June	ús ,
BY: Chairman, Kane County ETSB	Dancy I have Chairman, Kendall County ETSB	ORIGINAL

•

•

•